REMARKS

This response is intended as a full and complete response to the Final Office Action mailed November 16, 2004. In the Office Action, the Examiner notes that claims 1-19 are pending, of which claims 1-19 are rejected. By this response, Applicants have amended claims 1, 8, 13 and 14. The amendments to the claims are fully supported by the Specification, Drawings and Claims as originally filed. For example, the amendments to the claims are supported at least by the section of the Specification from line 12 of page 5 through line 26 of page 6, and by the section from line 30 of page 10 through line 26 of page 11. Thus, no new matter has been introduced, and the Examiner is respectfully requested to enter the amendments to the claims and the new claims.

It is to be understood that the Applicants, by amending the claims, do not acquiesce to the Examiner's characterizations of the art of record or to Applicants' subject matter recited in the pending claims. Further, Applicants are not acquiescing to the Examiner's statements as to the applicability of the art of record to the pending claims by filing the instant responsive amendments.

35 U.S.C. §102(e) Rejection of Claims 1-3 and 6-10

The Examiner has rejected claims 1-3 and 6-10 under 35 U.S.C. §102(e) as being anticipated by Thomas Huston et al. (U.S. Patent Application Publication No. 2002/0007402, hereinafter "Thomas"). The rejection is respectfully traversed.

Thomas does not anticipate Claim 1 because Thomas does not teach or suggest the method of Claim 1 as follows:

> 1. A method, comprising the steps of:
> establishing, by a service provider, a resource lease with each of at least one content provider, each content provider storing at least some of a plurality of content assets within said leased resource at at least one service provider location;
> defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets;
> fulfilling subscriber requests for available content stored at the at least one service provider location according to said rules;
> generating usage statistics;
> providing said usage statistics to said at least one content provider; and
> selecting, according to said at least one content provider, which content assets are stored in said leased resource.

Thomas fails to disclose each and every element of the claimed invention as arranged in Claim 1. Specifically, Thomas fails to disclose, inter alia, "defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets," and "selecting, according to said at least one content provider, which content assets are stored in said leased resource" as recited in the claim.

Thomas discloses a method by which content of a content provider is refreshed in a cache on a traffic server of an access provider. In the method, a difference engine detects if a newer version of content exists, and if it does, retrieves and stores the newer version in the cache and deletes the older version from the cache. Thomas discloses "access providers may use a variety of billing criteria to bill content providers for hosting content" (paragraph 71). However, this is not the same as defining rules which define promotion and packaging of the content assets. The rules of the present invention define promotional and packaging models to be used in selling the content assets to subscribers. For example, the rules may "determine that a minimum price is to be applied, while leaving some sales opportunity to the MSO" (page 5, lines 17-19).

Thomas also does not teach or suggest that the content stored in the leased resource is selected according to the content provider. Instead, the method of Thomas relies upon the difference engine to manage content in the cache. The difference engine makes decisions regarding replacing and deleting content in the cache according to an algorithm. In the method of Thomas, the content provider may not delete content from the cache. The content provider may provide new content to an origin server for the difference engine to store in the cache, and indicate whether certain content is to remain in the cache, but can not choose which content is deleted from the cache, as this decision is made by the difference engine. In contrast, the method of Claim 1 teaches selection of which content assets are stored in the leased resource according to the content provider, which inherently includes both adding new content and deleting old content.

Therefore, Thomas fails to disclose each and every element of the claimed invention, as arranged in Applicants' independent Claim 1, and thus Claim 1 is not

anticipated by Thomas and is patentable under 35 U.S.C. §102. Moreover, since Claim 8 includes relevant limitations similar to those discussed above in regards to Claim 1, Claim 8 is also not anticipated by Thomas and is patentable under 35 U.S.C. §102. Furthermore, Claims 2-3, 6-7 and 9-10 depend, either directly or indirectly, from independent Claims 1 and 8, and recite additional limitations thereof. As such and at least for the same reasons as discussed above, these dependent claims are also not anticipated by Thomas and are patentable under 35 U.S.C. §102.

35 U.S.C. §103(a) Rejection of Claims 1-3, 6-10, 13-16 and 18-19

The Examiner has rejected claims 1-3, 6-10, 13-16 and 18-19 as being unpatentable over Burns et al. (U.S. Patent No. 6,298,373, hereinafter "Burns") in view of Thomas under the provisions of 35 U.S.C. §103(a). Applicants respectfully traverse the rejection.

Claim 1 is patentable over Burns in view of Thomas because neither of these references, either individually or in combination, teach or suggest the method of Claim 1 as follows:

> 1. A method, comprising the steps of:
> establishing, by a service provider, a resource lease with each of at least one content provider, each content provider storing at least some of a plurality of content assets within said leased resource at at least one service provider location;
> defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets;
> fulfilling subscriber requests for available content stored at the at least one service provider location according to said rules;
> generating usage statistics;
> providing said usage statistics to said at least one content provider; and
> selecting, according to said at least one content provider, which content assets are stored in said leased resource.

Specifically, neither of the references teaches or suggests at least the claimed "defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets" and "selecting, according to said at least one content provider, which content assets are stored in said leased resource"

Burns discloses a method of pre-caching content from content providers, in which a service provider uses a pattern recognizer to determine usage patterns and frequently requested content and a scheduler to schedule content to be downloaded from the content provider onto the cache server. However, Burns does not teach defining a set of rules which define the promotion and packaging for the content assets. Furthermore, in one implementation, Burns discloses "the content servers can be given the governing authority of deciding when and what content to download to the ISPs prior to peak times" (column 10, lines 41-43), but, in this implementation, "the local service provider 110 also includes a policy manager 128 which defines and administers rules that determine which documents or resources are cached in the cache memory 124. For instance, caching rules might call for caching resources that are routinely requested by many subscribers, but foregoing caching resources that are rarely or infrequently requested" (column 10, lines 49-55). Thus, the service provider maintains control of the policy manager which ultimately may reject some content of the content providers. Thus, in the method of Burns, the content added to the cache memory is not selected according to the content provider. For example, the content provider does not have the ability to control which content is added to the cache memory without the possibility of being overridden by the policy manager. Also, the content provider has no ability to delete content from the cache server.

The gap between the method of Claim 1 and Burns is not bridged by Thomas. As discussed above, Thomas also does not teach defining rules which define promotion and packaging for the content assets, or selecting, according to the content provider, the content stored in the leased resource.

Thus, Burns and Thomas, either singly or in any operable combination, fail to teach or suggest Applicants' claimed invention as a whole. Therefore, Claim 1 is patentable over Burns and Thomas under 35 U.S.C. §103. Moreover, since Claims 8 and 13 include relevant limitations similar to those discussed above in regards to Claim 1, Claims 8 and 13 are also patentable over Burns and Thomas under 35 U.S.C. §103. Furthermore, Claims 2-3, 6-7, 9-10, 14-16 and 18-19 depend, either directly or indirectly, from independent Claims 1, 8 and 13, and recite additional limitations thereof. As such and at

least for the same reasons as discussed above, these dependent claims are also patentable over Burns and Thomas under 35 U.S.C. §103.

35 U.S.C. §103(a) Rejection of Claims 4-5 and 11-12

The Examiner has rejected claims 4-5 and 11-12 as being unpatentable over Burns, in view of Thomas, and further in view of Carlin et al. (U.S. Patent No. 6,119,152, hereinafter "Carlin"), under the provisions of 35 U.S.C. §103(a). Applicants respectfully traverse the rejection.

Claim 1 is patentable over Burns in view of Thomas and further in view of Carlin because none of these references, either individually or in combination, teach or suggest the method of Claim 1 as follows:

> 1. A method, comprising the steps of:
> establishing, by a service provider, a resource lease with each of at least one content provider, each content provider storing at least some of a plurality of content assets within said leased resource at at least one service provider location;
> defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets;
> fulfilling subscriber requests for available content stored at the at least one service provider location according to said rules;
> generating usage statistics;
> providing said usage statistics to said at least one content provider; and
> selecting, according to said at least one content provider, which content assets are stored in said leased resource.

Specifically, none of the references teaches or suggests at least the claimed "defining rules for said content assets according to at least one of said service provider or said content provider, said rules defining promotion and packaging of said content assets" and "selecting, according to said at least one content provider, which content assets are stored in said leased resource."

Claim 1 is patentable under over Burns and Thomas under 35 U.S.C. §103 as discussed above. Carlin does not bridge the gap between the method of Claim 1 and the combination of Burns and Thomas. Carlin discloses a multi-provider online service in which a plurality of service providers can offer services to subscribers through a host computer and a communications line. However, Carlin also does not teach defining rules

which define promotion and packaging for content assets, or selecting, according to the content provider, the content stored in the leased resource.

Thus, Burns, Thomas and Carlin, either singly or in any operable combination, fail to teach or suggest Applicants' claimed invention as a whole. Therefore, Claim 1 is patentable over Burns, Thomas and Carlin under 35 U.S.C. §103. Moreover, since Claim 8 includes relevant limitations similar to those discussed above in regards to Claim 1, Claim 8 is also patentable over Burns, Thomas and Carlin under 35 U.S.C. §103. Furthermore, Claims 4-5 and 11-12 depend, either directly or indirectly, from independent Claims 1 and 8, and recite additional limitations thereof. As such and at least for the same reasons as discussed above, these dependent claims are also patentable over Burns, Thomas and Carlin under 35 U.S.C. §103.

35 U.S.C. §103(a) Rejection of Claim 17

The Examiner has rejected Claim 17 as being unpatentable over Burns, in view of Thomas, and further in view of Martin et al. (U.S. Patent No. 6,606,607, hereinafter "Martin"), under the provisions of 35 U.S.C. §103(a). Applicants respectfully traverse the rejection.

Claim 13 is patentable over Burns in view of Thomas and further in view of Martin because none of these references, either individually or in combination, teach or suggest the method of Claim 13 as follows:

> 13. Apparatus coupled to a plurality of subscribers and to content suppliers, the apparatus comprising:
>
> a server complex comprising a plurality of partitions, each of said partitions storing video assets provided by respective content suppliers; and
>
> a controller capable of: (i) distributing content assets, including video assets, according to rules defined by at least one of a service provider or said content suppliers, said rules defining promotion and packaging of the content assets, (ii) providing usage data to content suppliers, and (iii) selecting which content assets, including video assets, are stored in said respective partitions in response to said content suppliers.

Specifically, none of the references teaches or suggests at least the claimed "controller capable of: (i) distributing content assets, including video assets, according to rules defined by at least one of a service provider or said content suppliers, said rules

defining promotion and packaging of the content assets (ii) providing usage data to content suppliers, and (iii) selecting which content assets, including video assets, are stored in said respective partitions in response to said content suppliers."

Claim 13 is patentable over Burns and Thomas under 35 U.S.C. §103 as discussed above. Martin does not bridge the gap between the method of Claim 13 and the combination of Burns and Thomas. Martin discloses an auction process which includes coupling of buyer and administrator interfaces to a central computer via an information network. However, Martin does not teach, inter alia, a controller capable of distributing content assets according to rules defining promotion and packaging for the content assets, or selecting content stored in partitions of a server complex in response to content suppliers.

Thus, Burns, Thomas and Martin, either singly or in any operable combination, fail to teach or suggest Applicants' claimed invention as a whole. Therefore, Claim 13 is patentable over Burns, Thomas and Martin under 35 U.S.C. §103. Furthermore, Claim 17 depends directly on independent Claim 13, and recite additional limitations thereof. As such and at least for the same reasons as discussed above, this dependent claim is also patentable over Burns, Thomas and Martin under 35 U.S.C. §103.

CONCLUSION

In view of the foregoing amendments and remarks, Applicants believe that this application is in condition for allowance. Entry of this amendment, reconsideration of this application, and allowance are respectfully solicited.

If, however, the Examiner believes that there are any unresolved issues requiring adverse final action in any of the claims now pending in the application, it is requested that the Examiner telephone Eamon J. Wall, Esq. at (732) 530-9404 so that appropriate arrangements can be made for resolving such issues as expeditiously as possible.

Respectfully submitted,

Dated: 1/18/05

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